

FILED

ENDORSED  
FILED  
ALAMEDA COUNTY

1  
2 Carl Renowitzky, Pro Se Litigate  
3 P.O. Box 392 829  
4 San Lorenzo, California 94580  
5 Telephone No: (409)420-4475  
6 Facsimile No: (510)496-4601  
7 Email: *carl renowitzky@gmail.com*

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

FEB 29 2016  
CLERK OF THE SUPERIOR COURT  
By *Michael Finney*

6 United States District Court  
7 ~~SUPERIOR COURT OF CALIFORNIA~~  
8 ~~Northern District of~~  
9 ~~County of Alameda~~  
10 California

*RG 16805700*

10 CARL RENOWITZKY

) Case No:

11 Plaintiff

) Complaint for LIBEL

12 Vs.

*C17- 0491*

13  
14 ABC 7 NEWS, ABC 30 ACTION NEWS, )  
15 MICHAEL FINNEY, CHRISTINE PARK, )  
16 ALL PERSONS UNKNOWN CLAIMING )  
17 ANY LEGAL OR EQUITABLE RIGHT, )  
18 TITLE, ESTATE, LIEN OR INTEREST IN )  
19 THE PROPERTY DESCRIBED IN THE )  
20 COMPLAINT ADVERSE TO PLAINTIFF'S )  
21 TITLE, OR ANY CLOUD ON PLAINTIFF'S )  
22 TITLE THERETO; AND DOES 1-100, )  
23 INCLUSIVE )

Defendants

24  
25 TO THE HONORABLE JUDGE OF THE SUPERIOR COURT OF CALIFORNIA COUNTY OF  
26 ALAMEDA, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

PARTIES

27 1. Plaintiff, Carl Renowitzky (hereafter "Plaintiff"), is an individual who, at all relevant times  
28 during the events alleged herein, resided in the County of Alameda.  
2. Defendants ABC 7 News, ABC30 Action News, Michael Finney, Christine Park, (hereinafter

1 "ABC News"), at all times relevant hereto has conducted business in County Alameda. ABC News was  
2 aware of this act of character assassination before it was conducted. When ABC News was confronted  
3 with the news of this outrageous action, their Program Director did not disown it and indeed ratified these  
4 actions by his inaction in the face of these actions and thus adopted them as his own acts.

5 3. Defendant Christine Park, (hereinafter "Park"), was a reporter with ABC30 News on or about  
6 February 9, 2010 and was the reporter that wrote the article entitled "One Home, Two Families, and a  
7 Company in the Middle" (hereinafter "Article 1") Article 1 which Defendant Park wrote on or about  
8 February 9, 2010 was intended to tarnish Plaintiff's reputation and ultimately destroy his business.

9 A copy of Article 1 is attached hereto and marked as Exhibit "A".

10 4. Defendant Michael Finney, (hereinafter "Finney"), was a reporter with ABC 7 News on or about  
11 May 14, 2010 and was the reporter that wrote the article entitled "Homes Signed Away in Suspected  
12 Foreclosure Scam" (hereinafter "Article 2"). Defendant Finney's article of May 14, 2010 was intended  
13 to tarnish Plaintiff's reputation and destroy his business. A copy of Article 2 is attached hereto and  
14 marked as Exhibit "B".

15 5. Defendant ABC News is a formed corporate entity responsible for compliance with applicable  
16 laws, and is responsible for the acts committed by other employees, directors, managers involved in  
17 defaming Plaintiff's character.

18 6. Defendants ABC News at all times relevant hereto was has conducted business in the County of  
19 Alameda. Defendants were aware of this act of character assassination before it was conducted.  
20 When ABC News was confronted with the news of this outrageous action, their Program director did  
21 not disown it and indeed ratified these actions by his inaction in the face of these actions and thus  
22 adopted them as his own acts.

23 7. Defendants are a corporate entity responsible for compliance with applicable laws, and  
24 is responsible for the acts committed by their employees, directors, managers involved in defaming  
25

1 plaintiff Renowitzky's character.

2 8. The true names and capacities, whether corporate, associate, individual or otherwise of defendants  
3 DOES 1 through 100, inclusive, are unknown to plaintiff, who therefore sues said defendants by such  
4 fictitious names. Each of the defendants designated herein as a DOE is legally responsible in some  
5 manner for the events and happenings herein referred to and caused injuries and damages proximately  
6 thereby to plaintiff, as herein alleged. Plaintiff will seek leave of Court to amend this Complaint to show  
7 their names and capacities when the same have been ascertained.

8 9. At all times mentioned in this complaint, unless otherwise alleged, each Defendant was the agent,  
10 partner, or employee of every other Defendant, and in doing the acts alleged in this complaint, was acting  
11 within the course, scope and authority of that agency, partnership, or employment, and with the  
12 knowledge and consent of each of the other Defendants.

13  
14 **GENERAL ALLEGATIONS**

15 10. This is an action for damages based upon a calculated act of character assassination conducted  
16 by ABC NEWS against Plaintiff Carl Renowitzky, a man who had the courage to help countless  
17 homeowners during a distress market on or about 2006 thru 2010.

18 11. Defendants typically distorted actual facts or statements or simply took statements out of  
19 context to make their meaning derogatory. For example, when someone Google's or Yahoo's Mr.  
20 Carl Renowitzky name the first thing that appears is "Foreclosure Scam" Nonetheless, Defendants  
21 published the false and defamatory statement with the intent to harm Plaintiff's reputation so that  
22 the public would be less likely to believe his business practices were honest.

23 12. Because of the intense local, statewide, national, and even international media and public  
24 view on the World Wide Web on or about February 9, 2010 thru May 14, 2010 and continue to be posted  
25 today, the false statements in Exhibit "B" had an enormous circulation throughout the world through  
26

1 Defendants internet media posting.

2 13. This widespread dissemination of these utterly false statements has caused and will continue  
3 to cause Mr. Renowitzky enormous financial and emotional damages and have placed an indelible stain  
4 on his reputation. In all U.S. news viewed and or listen by the public we are subject to be programed.  
5 “in order to condition human behavior it is necessary to get control of stimuli early in childhood  
6 and to maintain this control throughout life” Dr. Timothy Leary.

7 14. The turn of events not mentioned in the news reporters story is common behavior practiced of  
8 Defendants news reporters which is intentionally one sided work as they are not reporting independently.  
9 All major reporting stations in this great country edit all stories before broadcasting, by an individual with  
10 a title of Program Director. The word “program” is exactly what their role and purpose is. Recently I  
11 seen two Asian toddlers speak clear and correct mandarin dialogue but upon them viewing out the BART  
12 train window at a McDonald’s the programed toddlers turned into little monsters demanding mommy to  
13 take them to the clown’s establishment.

14 15. The mortgage loans in the story reported regarding Plaintiff, were created by very brilliant evil  
15 business minds who intentionally created these mortgage loans as doom to fail financial products per the  
16 conspired plot against homeowners nationwide. There were no services available at the time to help  
17 families who were deceived and programed out of the trap. These families were programed into  
18 believing it was their fault because they signed up for these doom to fail mortgage loan products but  
19 couldn’t maintain their financial obligations.

20 16. The prejudice intentional trap conspired against hardworking families for the American Dream was  
21 just one big lie. These mortgage loan products made balances higher during the life of the loan instead  
22 of decreasing the mortgage loan. In many cases the monthly mortgage payments crept twice the  
23 amount in the first 2 or 3 years. These hard working people who pay almost all taxes in the U.S. were  
24 given a false dream. Their dream homes quickly became upside down, owing much more than the true  
25  
26  
27  
28

1 values. Real Estate Agents were used to making easy money off their easy prey because these people  
2 trusted them and the banking industry as programed to do.

3 17. During this course in history many hard working families never seen their little ones grow up,  
4 in order to maintain the norm which was a lie. Our universities have programed individuals to careers  
5 that only allow them to maintain a false dream. The truth told will drive those insane that conspired the  
6 evil scheme. When the time came to assist homeowners who invested the most into our economy,  
7 no one was there to help. It was extremely too much work for the lazy real estate agents to conceive.  
8 Almost all had no clue what a "Short Sale" transaction was; no modification programs were in place.  
9 Many mortgage lenders were busy shredding documents and covering their asses from the fraud they  
10 committed.

12 18. The mortgage industry was flipping their servicing rights if they even had any, the conspired  
13 scheme went as planned, allowing the few big banks left today to unjustly enriched themselves by them  
14 fabricating fraudulent counterfeit Assignments of Deeds of Trust/Mortgage instruments. With these  
15 fraudulent Assignment Mortgage instruments they have enforced false claims and wrongfully foreclosure  
16 without any legal standing. The few big banks left were always winning, but had no departments to assist  
17 with the issues at hand. They maintained aggressive debt collectors with titles as "Customer Service  
18 Reps," to extract mortgage payments from any available resource of these hard working families.

20 19. As part of the conspired plot these few big banks had already created a service corporation allowing  
21 them to counterfeit mortgage instruments and file them deceiving the public of the long standing real  
22 estate laws in place. The corporation was named Mortgage Electronic Register Systems, Inc.,  
23 (hereinafter "MERS"), and its only purpose was to fabricate counterfeit instruments to fill gaps missing  
24 in the broken chain of titles with homes that had their doom to fail mortgage liens.

26 20. A small concern group went to work negotiating for families with whoever claimed  
27 to have the servicing rights to these toxic mortgages. Many families desired to be homeowners and  
28

1 qualified to purchase the homes in trouble. The transaction most of the time only needed the banks to  
2 accept the discounted payoff's based on current market values. A qualified family was in place  
3 with a fixed mortgage willing and able to pay off the debt.

4 21. United Investments proposed settlements, and helped families get out of debt, and helped families  
5 purchase these properties. The lender should have been happy to receive a payoff, but most of the time  
6 refused as their intentional plot of fraud was not complete. The fact was the proposed payoff packages  
7 weren't viewed and the concern group "hand walked" many of the packages directly with very few  
8 getting approved. The many families that intended to pay off the loans simply just took over the debt  
9 from United Investments who acquired the properties by assuming the existing mortgage loan  
10 "subject to" the existing terms of the loan.

11 22. The transactions were conducted as bona fide real estate purchase transactions by the recordation  
12 of the Grant Deed in United Investments name. United Investments created a last resort solution that  
13 was not there for these homeowners and the many families that desired to purchase or sell these homes.  
14 The "Concern Group" was not just in business to make a profit, but offered a solution that was not there  
15 by assisting and educating homeowners that they could get out of the toxic doom to fail mortgage loans.

16 23. United Investments received title to the property "subject to" the toxic mortgage's. California Law  
17 for Debt Collection of Mortgage Loans in almost all cases fall under a law called: One Action Rule,  
18 California Civil Code Procedure Section 725a-730.5. The One Action Rule States:

19 "A mortgage lender can only go after the property in default or the individual but only one."

20 Banks and lenders always choose the real property mainly because there are no court filings to foreclose.

21 24. United Investments purchased the property for whatever was owned on the mortgage debt; the seller  
22 was able to sell the upside down property which allowed them a bona fide purchase of the real property  
23 without the homeowner creating a loss to the lender. In many cases a loss by the homeowner thru  
24 short sale and/or foreclosure would trigger a tax bill (1099) for the losses the bank received. United  
25

1 Investments allowed the exposed homeowners to sell the property for what was owned which would  
2 be extremely over financed, sometimes a few hundred thousand "upside down."

3 25. These hardworking families who invested so much into this great country in taxes would receive  
4 a tax bill from the bank for income never earned if they defaulted on the toxic loans. United Investments  
5 was in the business of purchasing and selling real estate allowing them to offset the losses, but the  
6 families with the upside down mortgage could not, making them liable to receive a 1099 tax bill.  
7 United Investments was able to sell many properties these banks refused payoffs, by simply reselling  
8 these homes "subject to" the existing toxic loans to new families that were fully disclosed of the  
9 assumed mortgage.

10 26. United Investments in almost every transaction allowed banks to accept partial payment to  
11 reinstate the mortgage from the new homeowners allowing foreclosure action to cease. The  
12 new homeowners that were able to maintain their homes benefited as the market increased in value  
13 allowing them to refinance and payoff the assumed debt. These banks simply needed time to commit  
14 all of the many acts of fraud that go thru just one mortgage instrument against a real property.  
15 Lastly as part of the big banks conspired plot they would attempt to unjustly enriched themselves with  
16 the homeowners' real property.

17 27. Each transaction United Investments entered was individually concerning to them in finding a  
18 solution for all parties to walk away happy and free. When the values of real estate property came down  
19 like a B-52 Bomber dropping bombs at its highest peak almost reaching outer space, this was a time in  
20 history that offered no solutions. Many hardworking folks exhausted their nest eggs, personal savings,  
21 children's education funds, retirement etc. United Investments assisted many families from throwing  
22 good money at something that was created to make them fail with being creative in different situations.  
23 The collection actions against homeowners who were targeted to extract everything they had and even  
24 their homes, gave this "Concerned Group" purpose to exist.  
25  
26  
27  
28

1 28. With anything new there is skepticism and when the "Concern Group" educated hardworking  
2 families that they can get out of debt, those that stand to lose any profits in their scheme have great  
3 concerns. United Investments allowed many families life's to go on. The Defendants were looking for a  
4 mortgage story and someone to blame for the real estate crash and the banks in their eyes could do no  
5 wrong. The "Concerned Group" called United Investments created solutions that helped distressed  
6 homeowners free themselves of the toxic doom to fail mortgage loans they were trapped in at the time.  
7

8 29. The Defendants news of false facts pushed for a continued story, and wanted drama so they pushed  
9 the California State Attorney General to Investigate which then directed the local District Attorney to act.  
10 The many fiery darts thrown at United Investments could not land on its target namely because all actions  
11 were within the four walls of the law. United Investments knew most homeowners they assisted never  
12 had a chance and were doom to fail; now many agree. A new U.S. President came into office with great  
13 concern for families and created a modification program that was needed.  
14

15 30. The banks didn't honor their agreements only after depleting funds from the Tax payers. The  
16 U.S. attorney general and the larger State Attorney Generals were forced to file class action suits  
17 against these banks, proving and winning every case. The current California State Attorney General has  
18 recently passed the California Homeowners Bill of Rights Statute which these big banks do not honor and  
19 violate every law written, mainly because its more profitable to commit these crimes then follow existing  
20 home owner's protection laws. United Investments was needed at a time in history when no other options  
21 were available to homeowners that were induced to sign-up for the toxic doom to fail mortgage loans.  
22

23 That is the untold story.  
24  
25  
26  
27  
28

## **JURISDICTION AND VENUE**

31. The Court has personal jurisdiction over the defendants because they are residents of and/or doing business in the State of California.

32. Venue is proper in this county in accordance with Section 395(a) of the California code of Civil Procedure because the Defendants, or some of them, reside in this county, and the injuries alleged herein occurred in this county.

**CAUSE OF ACTION LIBEL AGAINST ALL DEFENDANTS)**

33. Plaintiff re-alleges and incorporates by reference each and every allegation contained within this entire complaint fully set forth herein. Libel today is defined as a defamatory publication communicated "by writing, printing, picture, effigy, or other fixed representation to the eye." (Civ. Code, § 45, *italics added.*)

34. On or about February 9, 2010 thru May 14, 2010, Defendants and Does 1 through 100, began maliciously distributing false, defamatory, and disparaging messages about Plaintiffs. These messages, authored and published by Defendants, and continue today by them posting on their website, and distributed through several other channels. Some of these messages were also republished on other websites and blogs.

39. The above-mentioned alleged news story was published and republished maliciously with the specific intent to harm the Plaintiff and to advance and protect the commercial activities of Defendants and the banks that have and continue to commit felonies daily in this county and walk freely.

40. Defendants, and each of them, and their officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, each of the acts set forth herein. Defendants, and each of them, are liable for the libelous, fraudulent, oppressive, and malicious acts of their "alternate entities", and each of them, and each Defendants' officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and

1 had full knowledge of, or should have known of the acts of each of their "alternate entities" as set forth  
2 herein.

3 35. Defendants have actively and aggressively distributed false and defamatory information about  
4 Plaintiff to thousands of individuals in around the United States, including persons in the State of  
5 California, and around the world. The object of these activities is to destroy the Plaintiffs' good reputation  
6 and to make him an object of ridicule, hatred, and personal attack.

7 36. At various times, in various combinations, the Defendants conspired with each other to engage in  
8 the acts as alleged in this complaint. Plaintiffs' ability to pursue their professional practices depend  
9 entirely on their reputation for competence, credibility, and honesty. The Defendants, deliberately,  
10 and with actual malice, disseminated false, defamatory, and malicious statements.

11 37. Plaintiff learned about the first libelous media story on or about February 9, 2010 and learned of  
12 others subsequently, which are still actively online today. Defendants are well aware that Plaintiff regard  
13 their news story as inaccurate and defamatory. A representative for United Investments provided the  
14 requested details and facts, Defendants have not reported the truth as everything that was predicted to  
15 happen with these toxic mortgage loans became true today.

16 38. Defendants' news media and internet news publications present a mixture of statements intended  
17 to make Plaintiff an object of ridicule and to bring him public and personal humiliation. The large number  
18 of factual errors, incorrect speculations, innuendo, and out-and-out false statements contained in said  
19 news publications indicate that Defendants and those who republished Defendants' statements failed to  
20 investigate and report the true facts as we now know today prior to publishing, and shows a reckless  
21 disregard or concern for the truth of said statements.

22 41. Defendants published the false statement that Plaintiff Carl Renowitzky conducting a  
23 Foreclosure Scam which is not true. Plaintiff's cease and desist notices were quickly  
24 resolved by contracting with a licensed California Real Estate Broker and was never charged

1 with a crime.

2 42. The Plaintiff holds' that the written defamatory news story published by means of the  
3 Internet are properly characterized as libel. Defendants published these false and defamatory  
4 statements with constitutional malice in that Defendants knew that the statements were false, or  
5 acted with reckless disregard for the truth of these statements.

6 43. Plaintiff is entitled to general damages for his loss of reputation, shame, mortification, hurt  
7 feelings, and emotional distress in accordance with proof at trial. Defendants had made untrue  
8 statements expressing or implying as a fact on more than three of their internet sites.

9 44. The Defendants actions constitutes defamation. Defamation is an invasion of the interest in  
10 reputation. (Smith v. Maldonado (1999) 72 Cal.App.4th 637, 645.) Libel is one of the two forms  
11 of defamation, is defined as a false and unprivileged publication "which exposes any person to hatred,  
12 contempt, ridicule, or obloquy, or which causes him to be shunned or avoided, or which has a tendency  
13 to injure him in his occupation." (Civ. Code, § 45.) Plaintiff is entitled to special damages for the  
14 damage done to his property, business, trade, profession, or occupation, including amounts of money  
15 Plaintiff expended and have lost as a result of the Defendants' defamatory statements and assertions.  
16 In particular, these false and defamatory statements have and will make it very difficult for Plaintiff to  
17 obtain future business.

18 45. Defendants' messages stood out from the internet search of Plaintiff's name, and were  
19 especially vituperative personal attacks. As a direct result of Defendants' wrongful acts, Plaintiff  
20 has suffered emotional distress and other damage and has suffered an indelible mark on his  
21 reputation in an amount to be proven at trial.

22 46. The duty of news journalist such as the Defendants is to seek the truth and provide a fair and  
23 comprehensive account of events and issues which they did not. Conscientious news journalists from all  
24

1 media and specialties strive to serve the public with thoroughness and honesty of which the Defendants  
2 were completed one sided against the Plaintiff Mr. Renowitzky. The Defendants news journalists should  
3 of been honest, fair and courageous in gathering, reporting and interpreting information they reported but  
4 did not, they deliberately distorted the news they reported.

5  
6 47. The public was entitled to the truth about the mortgage toxic loans, but instead Defendants made  
7 their headline news story and quotations misrepresented. They oversimplify and highlight incidents out  
8 of context and distorted the content of news by misrepresenting facts and context of the true story.  
9  
10 Defendants failed to recognize an obligation to ensure the public's interest about the subprime mortgage  
11 problem and blamed Plaintiff as a result.

12  
13 48. Defendants as news journalist did not act independently instead focused on damaging the credibility  
14 of the Plaintiff. Additionally, Defendants weren't accountable to their readers, listeners, viewers and  
15 each other, the Defendants simply wanted a story that was one sided by pushing the Authorities to  
16 investigate Plaintiff's business practice but could not find nothing to continue their deceptive news  
17 reporting drama story. Defendants have refuse to admit mistakes and correct themselves as the whole  
18 world now knows the truth about the mortgage bank fraud conducted. The Defendants unethical  
19 practices of journalist news reporting did not further those ends by seeking truth and providing a fair  
20 and comprehensive account of events and issues.

21  
22 49. The hallmark of a defamation claim is reputational harm. Former United States Supreme Court  
23 Justice Potter Stewart wrote in *Rosenblatt v. Baer* (1966) that the essence of a defamation claim is the  
24 right to protect one's good name. According to Stewart, this tort "reflects no more than our basic  
25 concept of the essential dignity and worth of every human being — a concept at the root of any decent  
26  
27  
28

1  
2 system of ordered liberty." The above-referenced conduct of said Defendants, their "alternate entities,"  
3

4 50. The Plaintiff establishes the elements to recover as Defendants news report was "of and concerning"  
5 himself not the truth of the matter. Defendants made it a point to show defamatory statements were  
6 disseminated to the public by their internet search engine listing Plaintiff's name with the quote  
7 "Foreclosure Scam" which establish that the statement in question is defamatory and libel, never  
8 mentioning the many families that were helped.

9  
10 51. The statements in the Defendants news story is false without any truth to the real story or facts  
11 which are verified today. If Defendants truthfully conducted a factual story about Plaintiff  
12 Mr. Renowitzky business they would have put the blame on the mortgage banking industry, but no  
13 mention of the true facts were ever reported. In other words, the statements now prove to be false which  
14 deliberately damaged the reputation of the Plaintiff, which is not protected by free speech and their  
15 defamatory statements caused actual injury and special damages.

16  
17 52. In 1964 with the Court's decision in *New York Times Co. v. Sullivan*. Unanimously, the Court  
18 reversed the lower court's judgment for the Plaintiff. To the contention that the First Amendment did not  
19 protect libelous publications, the Court replied that constitutional scrutiny could not be foreclosed by  
20 the "label" attached to something. "Like . . . the various other formulae for the repression of expression  
21 that have been challenged in this Court, libel can claim no talismanic immunity from constitutional  
22 limitations. It must be measured by standards that satisfy the First Amendment." was and is willful,  
23 malicious, fraudulent, outrageous and in conscious disregard and indifference to Plaintiffs' rights.

24  
25 53. Plaintiff, for the sake of example and by way of punishing said Defendants, seek punitive damages

1 according to proof. As a direct and proximate result thereof, Plaintiff have suffered the injuries and  
2 damages previously alleged. Defendants acted with reckless, willful or callous disregard for Plaintiff's  
3 rights and with malice, fraud or oppression toward Plaintiff, thereby entitling Plaintiff to an award of  
4 punitive damages in accordance with proof at trial.

5 WHEREFORE, plaintiff requests judgment against defendants as follows.

6 1. For general damages according to proof;

7 2. For special damages according to proof;

8 3. For exemplary and/or punitive damages;

9 4. For plaintiff's cost of suit; and

10 5. For such other relief as the court may deem just and proper.

11  
12 permanent injunction.

13  
14 Dated: 29 Feb 2016

15  
16  
17  
18  
19 By: Carl Renowitzky  
20 Pro Se Litigate

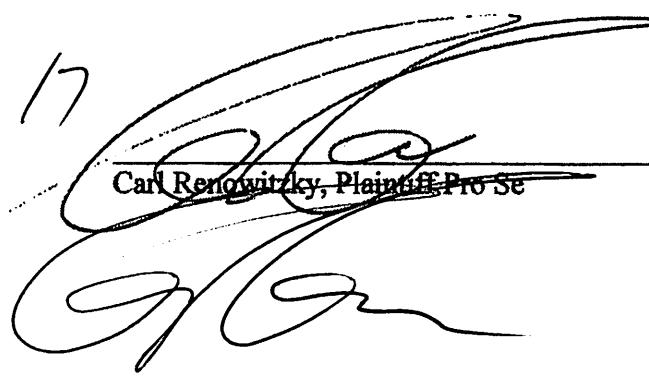
1  
**VERIFICATION**

2 I, Carl Renowitzky, am the Plaintiff in the above-entitled action. I have read the foregoing  
3 Complaint and know its contents. The same is true of my own knowledge, except as to those  
4 matters that are alleged on information and belief, and as to those matters, I believe them to be  
5 true. I declare under penalty of perjury under the laws of the State of California that the foregoing  
6 is true and correct.

7  
8 This 19 day of February, 2016

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

17  
Carl Renowitzky, Plaintiff Pro Se



# EXHIBIT A



## ONE HOME, TWO FAMILIES, AND A COMPANY IN THE MIDDLE

Source: **[G+1]**

February 9, 2010 12:00:00 AM PST

By Christine Park

**CLOVIS, Calif.** -- Several Valley families say a foreclosure business left them out of their homes and out thousands of dollars. For 10 years, 1162 Filbert Avenue in Clovis belonged to Robert and Christella Sanchez. Bertha Aguilar says it was supposed to be her dream home too. Aguilar: "We really thought it was going to be our home, it was really a nice house. Big." Instead, in June 2009 the bank took it over and both families blame Carl Renowitzky and his Hayward company CAA International also doing business as United Investments.

In May 2008 the Sanchezes, facing foreclosure, say they contacted United Investments which promised to "short sale" the home for them if they signed over the deed to their home and moved out. So they did.

Then in December 2008 the Aguilars moved in as renters. They say United Investments advertised the home as a "rent to own" opportunity, a way to get into the housing market for cheap. The Aguilars say the company told them to ignore the foreclosure notices that kept appearing at the house. Aguilar: "We had never bought a home before, so we're working with them thinking they're a legitimate company. Trusting them and this happens." The foreclosure process, which the bank had started six months before the Aguilars ever moved in, was finalized and they were evicted: "They never applied any of our payments to the mortgage. Nothing was applied. I paid a deposit, all together I paid them like \$5600."

Action News has learned the same thing happened at a home in Sanger, another one in Visalia, another home in Modesto, and several others in the Bay Area.

Arnel Reyes says in September 2008 he signed over his deed and paid \$500 of a \$2,000 fee to United Investments to try to save his Bay Point home from foreclosure and to protect his credit. Reyes: "They said if they couldn't save it, they would foreclose under their name, not our name. Basically I spent \$500 for nothing so it came around, it still foreclosed under my name, my wife's name, and we still got hit with 7 years, 10 years of bad credit at this point."

We contacted the Fresno County District Attorney's financial crimes division. Real estate fraud attorney Sydney Ricks questions whether the company ever actually owned the homes if it never took over the loans, just the deeds: "They're trying to legitimize the rental to say look, we actually own the house so we can rent it out. However if the house is in foreclosure or being foreclosed on, the grant deed is really useless."

We tried contacting Carl Renowitzky, the owner of CAA International, doing business as United Investments. The company's business license with the city of Hayward expired in December of 2007. And in 1999 the California Department of Real Estate ordered Renowitzky to desist and refrain from the real estate business for operating without a license. The sign on United Investments' office in Hayward now reads "Property Group."

A man named James Bennett returned our call, saying United Investments is no longer doing business and the owner, Carl Renowitzky no longer works there, but he did offer an explanation to former clients. He insisted United Investments did own the homes and the grant deeds gave the company the legal right to act as a landlord. He said the renters who wanted to "own" just didn't end up qualifying as buyers.

He went on to say the company wasn't trying to take advantage of any homeowners... That clients signed affidavits clearly stating that their loans were not being assumed and that foreclosure was still a possibility.

But housing rights attorney Maeve Elise Brown took a look at the contract and found problems: "A homeowner might believe that he or she is avoiding damage to their credit, is coming away with a guaranteed short sale of the property."

As both the owners of the homes and the people who rented them found out... nothing was guaranteed.

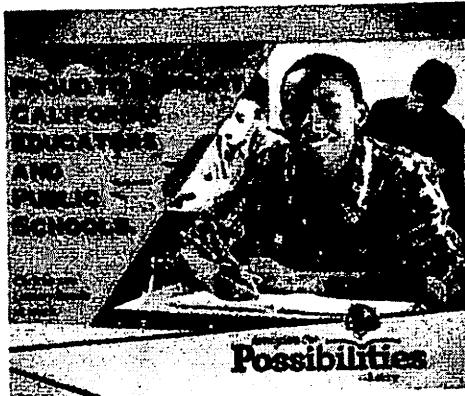
### 5 Tips to Avoid Being Scammed

1. **Don't pay up-front fees.** Foreclosure consultants are prohibited by law from collecting money before services are performed.
2. **Don't ignore letters from your lender or loan servicer.** Responding to those letters is your best bet for saving your house.
3. **Don't transfer title or sell your house to a "foreclosure rescuer."** Beware! This is a scam to convince homeowners they can stay in the home as renters and buy their home back later. It might also be part of a fraudulent bankruptcy filing. Either way, a scammer can then evict the victim and take the home.
4. **Don't pay your mortgage payments to anyone other than your lender or loan servicer.** Mortgage consultants often keep the money for themselves.
5. **Never sign any documents without reading them first.** Many homeowners think that they are signing documents for a loan modification or for a new loan to pay off the mortgage they are behind on. Later, they discover that they actually transferred ownership of their home to someone who is now trying to evict them.

Are you a victim of real estate fraud? To file a complaint with the California Attorney General's Office:

<http://ag.ca.gov/loanmod>

LOAD COMMENTS



ABC 30

7:30 a.m.

7:30 a.m.

7:30 a.m.

7:30 a.m.

7:30 a.m.

ABC30

---

Search Our Site

Follow Us    

---

Community

Local News

Local Conditions

Copyright © 2016 ABC Inc., KFSN-TV Fresno. All Rights Reserved.

34em/544px

Terms of Use

Privacy Policy

Feedback Form

Go gle

carl renowitzky

Andrea

[All](#) [News](#) [Images](#) [Videos](#) [Shopping](#) [More ▾](#) [Search tools](#)

About 3,050 results (0.24 seconds)

**Foreclosure Scam | abc30.com**[abc30.com/archive/7266526/](#) ▾

Feb 9, 2010 - Instead, in June 2009 the bank took it over and both families blame Carl Renowitzky and his Hayward company CAA International also doing ...  
 You've visited this page 4 times. Last visit: 2/19/16

**Bay Area people sign away their homes in suspected ...**[abc7news.com/archive/7443344/](#) ▾

May 14, 2010 - The company's president is Carl Renowitzky, the man both Reyes and ... two homes listed in Renowitzky's name and both are in foreclosure.  
 You've visited this page 2 times. Last visit: 2/18/16

**Foreclosure Scam | null**[abclocal.go.com/story?section=news/consumer&id=7266526](#) ▾

Feb 9, 2010 - Instead, in June 2009 the bank took it over and both families blame Carl Renowitzky and his Hayward company CAA International also doing ...

**Images for carl renowitzky**[Report images](#)[More images for carl renowitzky](#)**RENOWITZKY v. NEW PENN FINANCIAL, LLC by LAUREL ...**[www.leagle.com/.../RENOWITZKY%20v.%20NEW%20PENN%20FIN...](#) ▾

Apr 29, 2015 - CARL RENOWITZKY, Plaintiff, v. NEW PENN FINANCIAL, LLC, d/b/a SHELLPOINT MORTGAGE SERVICING, et al. Defendants. ORDER ...

You visited this page on 2/14/16.

**Marin: No charges filed against rapper Mitchy Slick, accused ...**

[www.contracostatimes.com/.../marin-no-charges-filed...](#) ▾ Contra Costa Times • Sep 5, 2014 - It is owned by Michelle Renowitzky and Carl Renowitzky, according to the county assessor's office. Neither could be reached for comment ...

**Renowitzky v. New Penn Financial, LLC, et al (3:15-cv ...**[https://www.pacermonitor.com/.../Renowitzky\\_v\\_New\\_Penn\\_Financial,\\_...](#) ▾

Mar 4, 2015 - Friday, February 12, 2016. 35, 35 motion Miscellaneous Relief PSP Tue 1:19 PM MOTION to Reopen the Time to File an Appeal filed by Carl ...

**USA v. Renowitzky :: California Northern District Court ...**[www.plainsite.org/dockets/2ljm7wcf/california.../usa-v-renowitzky/](#) ▾

Minute Entry for proceedings held before Magistrate Judge Jacqueline Scott Corley:Status Conference as to Carl Renowitzky held on 9/10/2015.

**Renowitzky v. New Penn Financial, LLC, et al :: Justia ...**[https://dockets.justia.com/docket/california/candca/3.../285348](#) ▾

Mar 4, 2015 - Petitioner: Carl Renowitzky. Defendant: New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, The Bank of New York Mellon f/k/a The ...

**Search Agents by - San Francisco with keyword**[sf.blockshopper.com/search?f=buyer&q=Carl+Renowitzky](#) ▾

Owner: Carl Renowitzky. Single Family 16061 Via ... Owner: Michelle Renowitzky. Single Family ... Owner: Single Family 5717 Carl Avenue, Richmond, CA

**We Found Carl Renowitzky**

[www.beenverified.com/](http://www.beenverified.com/) ▾

3.5 rating for beenverified.com

Current Address, Phone and Photos. Free To Search, Try It Now!

7,000,000 App Downloads · 40,000,000+ Searches · 100,000+ Subscribers

New Info: People Search - Background Checks - New Products: AlertME

**Carl Renowitzky's Records**

[www.instantcheckmate.com/Records](http://www.instantcheckmate.com/Records) ▾

Did you know Carl Renowitzky's possible criminal history is online

Online Personal Background Check Service: Search Anyone

**Carl Renowitzky:Found - Carl Renowitzky's Contact Info**

[www.whitepages.com/Carl+Renowitzky](http://www.whitepages.com/Carl+Renowitzky) ▾

Get Numbers, Address, & Neighbors!

Neighbor Search · Reverse Phone Lookup · Telephone Directory

Public Records Search - Public Criminal Records - Reverse Number Lookup

**Searches related to carl renowitzky**

carl renowitzky real estate

michelle renowitzky

carl renowitzky

arthur renowitzky

1 2 3 4 5 6 7 8 9 10      [Next](#)

Oakland, CA - From your Internet address - Use precise location - Learn more

[Help](#)

[Send feedback](#)

[Privacy](#)

[Terms](#)

# EXHIBIT B



ABC 7

522

VIAFAX/ABC 7 NEWS



## HOMES SIGNED AWAY IN SUSPECTED FORECLOSURE SCAM

A local company deceived homeowners to sign away their title in a foreclosure scam.



G+1

May 14, 2010 12:00:00 AM PDT

By Michael Finney

Dozens of distressed Bay Area homeowners say they have been lured into signing away their homes to a company offering to help them. A seven-month 7 On Your Side investigation has uncovered what happens to many of these homeowners after they sign on the dotted line.

This story shows just how vulnerable people can become when they are facing a foreclosure. Many of these people have not only signed away their homes, they paid a company to take it from them.

Arnel Reyes remembers the day he signed over the deed to his house to United Investments of Hayward. His wife had just lost her job and the couple was facing the foreclosure of their home in Bay Point.

"I couldn't afford a mortgage plus the other bills that we had, at that point I just wanted to save my credit," said Reyes.

United Investments charged Reyes \$2,000 to take possession of his home. He claims the company told him it had a potential buyer and could do a short sale. The contract made no guarantees a foreclosure could be prevented, but Reyes figured by signing up he could save his credit, if not his house.

"They said if they couldn't save it, they would foreclose on it under their name and not our name," said Reyes.

Hayward resident Lorenzo Lawson answered an ad on Craigslist from United Investment offering to rent out the Reyes home. Lawson said the company told him he might eventually be able to buy it.

"If they want to have me stay there, maybe I could rent to own," said Lawson.

He paid \$2,000 to United Investments before moving in and before he knew it, he found a foreclosure notice on his door. Lawson was forced to leave the home and the lender foreclosed on the Reyes' property. Reyes says he felt deceived.

"They said on the web site or on the interview we had in their office, that they would actually, you know, help us save our credit, and they would foreclose on them instead of us. But it didn't work out that way," said Reyes.

It didn't work out that way for a lot of other people too.

7 On Your Side checked public records. United Investments, also known as CAA International, has taken over the deeds of 15 properties since 2008 in Contra Costa County alone. Nine of the homes have already been foreclosed; foreclosures are pending on five of the remaining six properties.

California Attorney General Jerry Brown wouldn't talk about this case, but says these types of schemes are suspect.

"Actually, it's prevalent in"

7 On Your

For people taking PRADAXA for atrial fibrillation:  
Do not stop taking PRADAXA without talking to  
the doctor who prescribes it for you. Stopping  
PRADAXA increases your risk of having a

low

tzsky, the

man both Reyes and Lawson say they dealt with. 7 On Your Side showed up at his office several times in an attempt to see Renowitzky.

Renowitzky was nowhere to be found, but 7 On Your Side did find a cease and desist order against Renowitzky in 1999 from the state Department of Real Estate.

The order accused him of operating without a license. The Department of Real Estate said he was involved in at least 10 real estate transactions at this time. 7 On Your Side found the records for five of those transactions, and once again, United Investments talked homeowners into signing over the deeds of their home.

Four of the five transactions 7 On Your Side tracked, ended in foreclosure.

The fifth house belonged to the Johnsons of Richmond. They avoided foreclosure, but were surprised when they found out United Investments wasn't paying off their mortgage.

"They were collecting the rent from the tenant, but half the time not making the mortgage payment," said Cecilia Johnson.

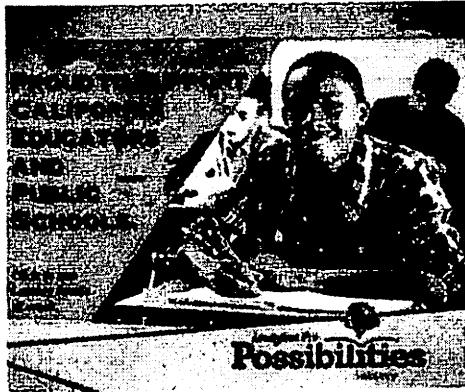
The name on United Investment's door now says Property Group. A spokesman told 7 On Your Side by phone that United Investments is no longer in business, but when it was, everything was fully disclosed to its clients.

Adding a bit of irony, 7 On Your Side found two homes listed in Renowitzky's name and both are in foreclosure.

Meantime, the Alameda County District Attorney's Office has launched an investigation of United Investments.

If you had any dealings with United Investments, e-mail 7 On Your Side here: Contact 7 On Your Side

LOAD COMMENTS



---

Comments

---

---

Track

---

---

Logout

---

---

Help

---

---

Settings

---

---

Sign In

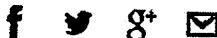
---

---

Log In

---

Follow Us

[View Point](#)[California's Foreclosure Crisis](#)[ABC7 News San Francisco](#)[View Point](#)[California's Foreclosure Crisis](#)[ABC7 News San Francisco](#)

Copyright © 2016 ABC Inc. KGO-TV San Francisco. All Rights Reserved.

34em/544px